CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 379

Heard at Montreal, Wednesday, October 11, 1972

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

DISPUTE:

Contention of Brotherhood that management employees performed work normally performed by schedule employees.

JOINT STATEMENT OF ISSUE:

The Brotherhood contends that Article 2.1 of Agreement 5.1 was violated on March 7 and 8, 1972 when a Master Mechanic and a Carload Supervisor, respectively, transported train and engine crews from Moncton to Saint John, N.B., in an emergency. Claims were submitted on behalf of Motormen Leblanc and Cormer for eight hours pay. The Company declined payment of both claims.

FOR THE EMPLOYEES:	FOR THE COMPANY:
(SGD.) J. A. PELLETIER	(SGD.) K. L. CRUMP
NATIONAL VICE-PRESIDENT	ASSISTANT VICE-PRESIDENT - LABOUR RELATIONS

There appeared on behalf of the Company:

D. O. McGrath - System Labour Relations Officer, C.N.R., Montreal

G. J. James - Labour Relations Assistant, C.N.R., Montreal

D. J. Matthews - Labour Relations Assistant, C.N.H., Moncton

And on behalf of the Brotherhood:

W. C. Vance - Representative, C.B.R.T., Moncton

AWARD OF THE ARBITRATOR

The grievors' usual work is the transport of train crews to locations within the Moncton Terminal. They, or others in their classification, have from time to time been assigned to transport crews beyond the limits of the Moncton Terminal. On the occasion in question, transport of crews beyond the limits of the Moncton Terminal was performed by supervisory employees.

Certainly this work could properly have been done by bargaining unit employees. Such employees have performed similar work on a number of occasions in the past, although from time to time it has been done by supervisors. It is not, in itself, supervisory work, and could quite properly have been performed by the grievors on the occaslon in question.

The occasional performance of work such as this does not make it the "main function" of the supervisors, and it is quite clear from the material before me that it was not their main function and that they did not, by performing such work, become in effect members of the bargaining unit. Rather, it is an example of an isolated instance of supervisors performing what may be called "bargaining unit" work, that is, work which it would be expected that a bargaining unit employee would usually be required to do.

As has been stated in a number of other cases involving the same parties, there is nothing in the collective agreement which prohibits supervisors or other non-bargaining unit employees from performing "bargaining- unit" work. The provisions on which the Union relies simply describe the unit of employees for whom the Union is entitled to bargain, and set out the Union's function as exclusive bargaining agent. They do not prohibit the occasional performance of such work by others. As in Cases 246, 322 and 329, it must be concluded that there has been no violation of any of the provisions of the collective agreement. Accordingly, the grievance must be dismissed.

J. F. W. WEATHERILL
ARBITRATOR